

Terms of Sale

New Zealand

EFFECTIVE 1 NOVEMBER 2026

LIFEVANTAGE TERMS OF SALE

These LifeVantage Terms of Sale (hereafter, “**Terms of Sale**”) are entered into by and between you and **LifeVantage New Zealand Limited** (hereafter, “**LifeVantage**,” “**Company**,” “**our**,” “**we**,” or “**us**”). These Terms of Sale govern your purchase of LifeVantage Products. By placing an Order or clicking to accept these Terms of Sale when that option is made available, you expressly accept and agree to be bound by these Terms of Sale, the Privacy Notice and the Website Terms of Use as each may be amended from time to time. These Terms of Sale apply to you whether you are a retail or Subscription Customer or a Consultant. If you are a Consultant you are additionally governed by your Consultant Agreement.

SECTION 1 – DEFINITIONS

1.1 “Account” has the meaning set forth in in Section 2.2 of these Terms of Sale.

1.2 “Consultant” means an independent contractor who has entered into a Consultant Agreement with LifeVantage as more particularly described therein.

1.3 “Consultant Agreement” means the contract between Consultant and LifeVantage as more particularly described therein.

1.4 “Customer” means any legal person and/or business entity who purchases Products directly from Company that is not a Consultant. For the avoidance of doubt a Customer (1) has not entered into a Consultant Agreement so is therefore not a Consultant; and (2) has no rights, whether contractual or otherwise, to the benefits available to Consultants under the Consultant Agreement. Customers are eligible to: (1) purchase Products at the then current Customer retail price or Customer Subscription price as the case may be pursuant to the LifeVantage Customer Agreement; and (2) participate in Rewards Circle, the Company’s loyalty program (if available) as such program may be amended from time-to-time in accordance with the terms therein.

1.5 “LifeVantage Customer Agreement” or “**Customer Agreement**” means the combination of these Terms of Sale, the Privacy Notice and the Website Terms of Use.

1.6 “LifeVantage Products” or “**Products**” means any products and services that LifeVantage authorises for sale, purchase, or distribution in New Zealand, as such offerings may be amended by LifeVantage from time to time at its sole discretion.

1.7 “Order” means the purchase of Products by you from LifeVantage.

1.8 “Promotions” have the meaning set forth in Section 4 of these Terms of Sale.

1.9 “Subscription” means the voluntary LifeVantage subscription program by which you can authorise LifeVantage to automatically ship Products to you on a recurring basis as more particularly described in Section 6 of these Terms of Sale.

1.10 “Websites” mean the LifeVantage websites,

ecommerce stores, mobile experiences, online resources, portals, social-media features, and technological platforms, including any content, functionality, and services offered through them including, without limitation, LifeVantage webpages, ecommerce experiences, consultant and customer account portals, replicated or personalized pages we make available, and LifeVantage-operated social-media tools or features that link to the Website Terms of Use

SECTION 2 – ELIGIBILITY; ACCOUNT INFORMATION; APPLICATION; AND CHANGES

2.1 Eligibility

To place an Order, you must be at least 18 years old and legally able to enter into a binding contract under applicable law. You are responsible for ensuring that any account, shipping, billing, subscription, or payment information you provide is current, complete, and accurate.

2.2 Account Information

In the event you create an online account with us (hereafter, “**Account**”) your use of the Account will comply with the Website Terms of Use, incorporated herein by this reference. In addition, you will be responsible for maintaining the confidentiality of Account credentials and for all activity that occurs through your Account. LifeVantage may refuse orders or suspend processing where your Account information is incomplete, inaccurate, misleading, or reasonably appears to involve fraud, misuse, or a breach of applicable terms

2.3 Applicability

LifeVantage may make different pricing, benefits, and purchase pathways available to retail Customers, Subscription Customers, and Consultants. Nothing in these Terms of Sale grants a Customer any right to resell LifeVantage Products, participate as Consultant under the Consultant Agreement or hold themselves out as an authorised Consultant. Consultants purchase Products through LifeVantage under these Terms of Sale subject to the terms of their Consultant Agreement

2.4 Changes

We may revise and update these Terms of Sale from time to time at our sole discretion. Changes are effective when posted unless a different effective date is stated. Your



continued purchase of Products after revised Terms of Sale are posted means that you accept and agree to the changes. Any change to the dispute or governing-law provisions will not apply to a dispute for which the parties had actual notice before the revised provisions were posted unless applicable law permits otherwise.

SECTION 3 – GENERAL ORDER POLICIES

3.1 Acceptance

All Orders are subject to acceptance by LifeVantage. We may refuse, limit, delay, or cancel any Order in our discretion, including in cases of suspected fraud, pricing or description errors, inventory shortages, unusual order volumes, payment issues, export or diversion concerns, or violation of applicable law or LifeVantage policy. If your Order has invalid or incorrect payment information, LifeVantage may attempt to contact you by phone, email or text (as authorized by you) to obtain correct payment information. If these attempts are unsuccessful, then after five (5) working days, your Order may be cancelled. No charge-on-delivery or C.O.D. Orders will be accepted

3.2 Availability

Product availability, order cut-off times, dispatch timing, and delivery estimates are subject to change.

3.3 Quantity Limits

We may impose quantity limits, Consultant-level limits, Customer-level limits, channel restrictions or other conditions on the purchase of LifeVantage Products, promotions, bundles, or limited availability items.

3.4 Pricing

Unless otherwise stated, prices displayed are in New Zealand dollars and include Goods and Services Tax (“GST”) where applicable. Shipping, handling, and other disclosed charges may be added at checkout. Notwithstanding anything to the contrary herein, we may change the pricing of applicable to our Products at any time and at our sole discretion, whether retail, Subscription or Consultant pricing.

3.5 Product Descriptions

We try to ensure that Product descriptions, images, ingredients, pricing, availability, and promotional information are accurate; however, errors may occur. We do not warrant that product descriptions, images, or other sales content are accurate, complete, reliable, current, or error-free.

3.6 Not Medical Advice

LifeVantage Products include dietary supplements, skin care products, nootropics and other related goods. Content made available in connection with the Products on the Websites is provided for general informational purposes only and is not a substitute for professional medical advice, diagnosis, or treatment advice. Always read product labels and consult an appropriate health professional where relevant.

3.7 Errors

If an item is listed at an incorrect price or with incorrect information, we may cancel Orders placed for that item,

even after order confirmation. If your payment method has already been charged, we may issue a refund or an Account credit for the amount charged for the cancelled item.

SECTION 4 – PROMOTIONS

From time to time, LifeVantage may offer promotions, rewards, loyalty programs, referral programs, Consultant incentives, Subscription discounts, bundles, stacks or other special offers (hereafter, collectively “Promotions”). Such Promotions are subject to any additional terms made available with the relevant Promotion. To the extent of a direct conflict, the additional terms for the specific Promotion will control with respect to that specific Promotion only. We may change, suspend, withdraw, substitute, or impose conditions on any Promotions at any time to the extent permitted by applicable law. Promotions may be limited by market, order type, participant status, product category, quantity, or time, and may not be combined unless expressly stated otherwise. If a purchase that generated a promotional benefit, reward, or similar advantage is later cancelled, refunded, returned, or reversed, we may cancel or adjust the related benefit, reward or similar advantage to the extent permitted by the applicable Promotion terms and applicable law.

SECTION 5 – PAYMENT AUTHORIZATION

By submitting an Order, whether a retail order or a Subscription order, you authorize LifeVantage to charge your selected payment method for the full amount of your Order, including the product price, applicable GST, applicable shipping and handling, and any other disclosed fees. You represent and warrant that you are authorized to use the payment method you provide. If your payment method is declined, reversed, returned unpaid, or cannot be verified, we may decline or cancel the Order, suspend future shipments, require another payment method, or charge a reasonable returned-payment fee as permitted by applicable law.

SECTION 6 – SUBSCRIPTIONS

6.1 Subscriptions and Payment Authorization

You may purchase Products from Company on Subscription at the applicable Consultant price if you are a Consultant, or at the applicable Subscription price if you are a Customer. By purchasing Products on Subscription, you authorise LifeVantage to charge your payment method on file those items set forth in Section 5 of these Terms of Sale for the quantity of Products you select on a recurring basis at the cadence you select until you cancel your Subscription or until we discontinue the Subscription program.

6.2 Changes to your Subscription

To make changes to your Subscription you may: (1) access your Subscription through your Account on the Website and make the desired changes; (2) contact Consultant/Customer Care by telephone at 0-800-424-302 and request your changes; or (3) contact Consultant/Customer Care, in writing, by email at nzsupport@lifevantage.com and request your changes at



least three (3) business days before your Subscription processes

6.3 Cancellation

To cancel your Subscription you may: (1) access your Subscription through your Account on the Website and cancel; or (2) contact Consultant/Customer Care by telephone at 0-800-424-302 and request cancellation at least 24 hours prior to your Subscription processing; or (3) contact Consultant/Customer Care, in writing, by email at nzsupport@lifevantage.com and request cancellation at least three (3) business days before your Subscription processes.

If you do not cancel your Subscription within the foregoing timeframe, (1) your cancellation will not be effective until your next Subscription date, (2) your Subscription will process, and (3) you will have to contact Consultant/Customer Care at 0-800-424-302 to start the refund process. If your Subscription has already been sent to the warehouse for fulfilment before you contact Consultant/Customer Care to start the refund process, then any refunds will be handled pursuant to Section 8 of these Terms of Sale (Product Returns and Refunds).

SECTION 7 – SHIPPING POLICIES

7.1 Shipping

We will use commercially reasonable efforts to expeditiously process, and dispatch accepted Orders, but dispatch and delivery estimates are not guaranteed. Delivery timeframes may vary based on stock availability, carrier performance, destination, weather, public holidays, and other factors outside our reasonable control.

7.2 Back Orders

If an Ordered item is out of stock, it will be placed on back order and sent when LifeVantage receives additional inventory. You will be charged on back ordered items unless notified on the invoice that the Product has been discontinued. LifeVantage will notify you if items are backordered and are not expected to ship within thirty (30) days from the date of your Order. An estimated shipping date will also be provided. Back ordered items may be cancelled upon your request. You may request a refund, credit on account, or replacement merchandise for cancelled back orders.

7.3 Partial Shipments

We may ship orders in instalments or partial shipments where that is operationally reasonable. Unless otherwise stated, each shipment may be treated as a separate fulfilment for dispatch purposes.

7.4 Title and Risk of Loss

Title and risk of loss of Products Ordered pass to you upon our delivery to the carrier.

7.5 Confirmation of Order

You should inspect your Order promptly upon delivery. If a shipment is missing, incomplete, incorrect, or apparently damaged, please contact LifeVantage as soon as reasonably practicable within thirty days after delivery or the expected delivery date. We may request supporting information, such as photographs, order details, packaging

information, or other reasonable evidence, to investigate and resolve the issue.

7.6 Order Abandonment

An Order is considered complete only when the Order has been paid for and delivery has been satisfied. If these conditions are not met within ninety (90) days from the date of Order, LifeVantage may cancel the order.

SECTION 8 – PRODUCT RETURNS AND REFUNDS

If for any reason, you are unhappy with your LifeVantage Products, they may be returned within (30) days of purchase for a 100% refund less any shipping and handling costs. After 30 days of purchase only unopened Products that are in a resalable and restockable condition with at least six (6) months remaining before their expiration date may be returned within twelve (12) months of purchase for a 100% refund less a 10% restocking fee and any shipping and handling costs. All returns must have a Return Merchandise Authorisation (“RMA”), issued through Customer or Consultant Support as applicable. Products must be received by Company within ten (10) business days of issuance of the RMA or the Products will not be eligible for return. Please allow for up to twenty (20) from the time that the Products are received for the refund to be processed. Notwithstanding the foregoing, if you refuse an Order shipment, LifeVantage may charge you a 10% restocking fee to your form of payment on file.

SECTION 9 – CHARGEBACKS, FRAUD AND ORDER ABUSE

9.1 Chargebacks

If a payment is charged back, disputed, reversed, or later found to be unauthorised, fraudulent, or otherwise improper, LifeVantage may cancel the underlying order, suspend future order processing, offset or recover amounts owed where legally permitted, and take other reasonable steps to protect its business, customers, consultants, and systems.

9.2 Fraud We may monitor order patterns and site activity for fraud prevention, abuse detection, inventory protection, and policy enforcement.

9.3 Restrictions on Third-Party Use of Credit Cards

You shall not permit others to use your credit card or use the credit cards of any other third party.

SECTION 10 – GEOGRAPHIC RESTRICTIONS

Products may be sold or shipped only in markets where LifeVantage offers them and where the relevant sale is lawful. You may not purchase Products for unauthorised resale, diversion, export, marketplace listing, online auction listing, forwarding, or redistribution in violation of applicable law or LifeVantage policy. LifeVantage may reject orders, restrict fulfilment, or prohibit export, forwarding, freight-forwarder use, or cross-border diversion activity to comply with local law, channel restrictions, product registration limits, or market limitations.

SECTION 11 – COMMUNICATION AND DATA



PROTECTION

11.1 You agree that LifeVantage will collect and process your personal data for the purpose of managing our contractual relationship, including Order processing, Account management, communications related to your Orders and Account activity, and compliance with applicable legal obligations. The personal data processed includes your name, date of birth, postal address, e-mail address, telephone number(s) and bank or credit card details. For these purposes, LifeVantage may contact you via the methods described in Section 11.2 below using the details provided in your Account.

11.2 In addition to the transactional and relationship communications described in Section 11.1 above, by entering into these Terms of Sale you also expressly consent to receive marketing communications from LifeVantage and its authorised representatives, including:

- (a) promotional offers, Product announcements, new Product launches, special offers, loyalty and rewards programs, surveys, and newsletters; and
- (b) via the following channels: email, SMS/text message, MMS, instant message or other electronic messaging services, telephone calls (including pre-recorded or autodialed calls), push notifications, in-app messages, direct mail, social media messaging, and any other communication channel that becomes commercially available.

This marketing consent is given for the duration of your relationship with LifeVantage and will remain in effect until you withdraw it. For the avoidance of doubt, your consent to receive telemarketing calls is given for an indefinite period unless and until you withdraw it.

Your consent to receive marketing communications is voluntary and is not a condition of purchasing Products or creating an Account. You may withdraw your consent at any time by:

- (a) using the unsubscribe link or mechanism provided in any electronic marketing message;
- (b) replying STOP to any SMS marketing message;
- (c) updating your communication preferences in your Account;
- (d) contacting LifeVantage by email at nzsupport@lifevantage.com or by calling 0-800-424-302.

We will give effect to your withdrawal within five days of receiving your request. Withdrawal of marketing consent does not affect the lawfulness of communications sent before such withdrawal and will not affect transactional or relationship communications necessary to manage your Orders or Account.

11.3 To process your Orders and manage our contractual relationship, LifeVantage, headquartered in the United States of America, will have access to your personal data, as will service providers acting on LifeVantage's behalf (including shipping partners, payment service providers, and technology platforms). You expressly acknowledge that your personal data, once transferred to the United States, may not be subject to privacy protections that, overall, provide comparable safeguards to those in the

New Zealand Privacy Act 2020 and that by entering into these Terms of Sale you are expressly authorising this cross-border disclosure.

11.4 You may exercise your rights of access, rectification, erasure, limitation, opposition or portability of your data by contacting LifeVantage by email at nzsupport@lifevantage.com or by calling 0-800-424-302. For more information on how we collect, use, and protect your personal data, please see our Privacy Notice.

SECTION 12 – CUSTOMER SPECIFIC TERMS

If you are a Customer, you expressly acknowledge and agree as follows:

(a) That only one Customer account is allowed per person. Individuals of the same Family Unit may not have an interest in more than two LifeVantage accounts; two if one is a Consultant the other a Customer. A "Family Unit" is defined as Spouses (as defined below) and Minor (as defined below) dependent children living at or doing business at the same address. I understand that Spouses who wish to have separate accounts must enter into separate agreements in accordance with the limitations set forth herein. Any violation of this provision may result in the termination of one or both Spousal accounts. For purposes of this Section 12.1(a) the term "**Spouse(s)**" means husbands and wives or common-law couples, the term "**Minor**" means a person who is recognized as a minor their jurisdiction of residence; and the term "**Family Unit**" means Spouses and Minor dependent children living at or doing business at the same address.

(b) If my Enroller does not complete a Customer Enroller Change Request, I may change Enrollers by voluntarily cancelling my Customer Account, remaining inactive and not operating any LifeVantage account for six (6) full calendar months. Following the six (6) month period of cancellation and inactivity, I may open a new Account under a new Enroller as a Customer or Consultant as permitted by LifeVantage.

SECTION 13 – DELAYS

LifeVantage will not be responsible for delays or failures in performance of its obligations under these Terms of Sale when performance is made commercially impracticable due to circumstances beyond Company's reasonable control which includes, but is not limited to strikes, labour difficulties, riot, war, fire, natural disasters, death, curtailment or interruptions to Company's source of supply, government decrees or orders, civil unrest, or public health crises, including without limitation epidemics or pandemics.

SECTION 14 – LIMITATION OF LIABILITY

To the maximum extent permitted by law, LifeVantage its parents, affiliates and their respective officers, directors, agents, employees, servants and representatives will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive loss or damage, or any loss of profits, revenue, business, goodwill, opportunity, data, or anticipated savings, arising out of or in connection with your purchase of Products. To the extent LifeVantage is liable to you for any claim arising out of or in connection with your purchase of Products and that liability cannot be excluded



but can be limited, Company's liability is limited to the maximum extent permitted by law. Nothing in these Terms of Sale excludes or limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence where such liability cannot be excluded, or any other liability that cannot be excluded or limited under applicable law, including non-excludable rights under applicable New Zealand consumer laws.

SECTION 15 – GOVERNING LAW; DISPUTES

These Terms of Sale are governed by the internal laws of New Zealand.

If you are a Consultant, any dispute arising out of or relating to these Terms of Sale or your purchase of Products will be governed by Section 14 of the Policies and Procedures incorporated into your Consultant Agreement.

If you are not a Consultant in relation to the relevant dispute, nothing in these Terms of Sale excludes, restricts, or modifies any right you may have to bring a claim before a court, tribunal, or other forum available under applicable law. Subject to any mandatory rights you may have under applicable law, the courts of competent jurisdiction in New Zealand have non-exclusive jurisdiction over disputes arising out of or relating to these Terms of Sales or your purchase of Products.

SECTION 16 – WAIVER; SEVERABILITY; AND ENTIRE AGREEMENT

No waiver by LifeVantage of any term or condition set out in these Terms of Sale shall be deemed a further or continuing waiver of that term or condition or a waiver of any other term or condition. If any provision of these Terms of Sale is held invalid or unenforceable, the remaining provisions will remain in full force and effect. These Terms of Sale, together with the Privacy Notice, the Website Terms of Use constitute the entire agreement between you and LifeVantage regarding your purchase of LifeVantage Product unless you are a Consultant then the entire agreement also includes the Consultant Agreement.

